

FORM B10 (Official Form 10) (4/07)

UNITED STATES BANKRUPTCY COURT Western District of Tennessee		PROOF OF CLAIM
Name of Debtor <u>Optima University, LLC</u>		THIS SPACE IS FOR COURT USE ONLY RECEIVED APR 07 2009 JED G. WEINTRAUB CLERK OF COURT WESTERN DISTRICT OF TENN.
Case Number <u>09-11212</u>		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <u>BANK OF GLEASON</u>		
Name and address where notices should be sent: P O BOX 231 GLEASON, TN 38229		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Telephone number: <u>731-648-5506</u>		
Last four digits of account or other number by which creditor identifies debtor: <u>8562</u>		Check here if this claim <input type="checkbox"/> replaces or <input type="checkbox"/> amends a previously filed claim, dated:
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of SS # _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
2. Date debt was incurred: <u>3-17-2008</u>		
3. If court judgment, date obtained:		
4. Total Amount of Claim at Time Case Filed: \$ <u>13,132.62</u> (unsecured) \$ _____ (secured) \$ <u>13,132.62</u> (priority) \$ <u>13,132.62</u> (total) If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ <u>18,000.00</u> Amount of arrearage and other charges at time case filed included in secured claim, if any: <u>none</u>		
6. Unsecured Nonpriority Claim \$ _____ <input type="checkbox"/> Check this box if: (a) there is no collateral or lien securing your claim, or (b) your claim exceeds the value of the property securing it, or if (c) none or only part of your claim is entitled to priority.		
7. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. \$10,950 and 180-day limits apply to cases filed after 4/1/10. Pub. L. 109-8.</small>		
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date: <u>3-30-09</u> Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Carole Blassingame</u> Carole Blassingame (Authorized Signer)		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.		

MULTIPURPOSE NOTE AND SECURITY AGREEMENT

Borrower: "I", "Me" and "My" Means Each Borrower Below Jointly and Severally	Lender: "You" and "Your" Means The Lender, its Successors and Assigns
Optima University, LLC AND Eglja Kuka	Bank Of Gleason
1774 Hwy 22 McKenzie, TN 38201	P. O. Box 697 McKenzie, TN 38201 (731)-352-2194

Officer No.	008
Customer No.	
Loan No.	33108562
Renewal of	
Loan Date	March 17, 2009
Maturity Date	October 05, 2012
Loan Amount	\$13,110.00
Dollars (\$	\$13,110.00)

NOTE: For value received, I promise to pay to you, or any other holder, at the address above, the principal sum of:
Thirteen Thousand One Hundred Ten and 00/100
together with interest at the rate of interest as provided below.

- ☒ **Single Advance:** I will receive all of this principal sum at one time. No additional advances will be made under this Note.
- ☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this Note. Future principal advances are contemplated.
- ☐ **Conditions:** The conditions for future advances are _____
- ☐ **Open-End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This option is subject to all other conditions and expires no later than _____
- ☐ **Closed-End Credit:** You and I agree that I may borrow up to the maximum amount of principal only one time (and subject to all other conditions).

INTEREST: Interest will accrue on a Actual/365 Day basis. I agree to pay interest on the principal balance owing from time to time as stated below. Each advance made to me under the terms of this Note will earn interest only from the date that I receive the advance. As provided for in this Note, the interest rate will apply to the outstanding principal balance that I owe. The amount of interest charged by you will not exceed the maximum rate of interest allowed by law.

- ☒ **Fixed Rate:** I agree to pay interest at the simple rate of 10.500 % per year, from 03/17/2009 until paid in full.
- ☐ **Variable Rate:** I agree to pay interest from _____ at the initial simple rate of _____ % per year. This rate may change as stated below.

PAYMENTS: I agree to pay this Note as follows:

Principal and interest are repayable in 41 equal installment payments, in the amount of \$376.44 each, commencing on May 05, 2009 and continuing monthly thereafter, and one (1) final installment payment consisting of the full amount of the principal and all accrued interest remaining due and payable on October 05, 2012.

POST MATURITY INTEREST: Interest will accrue after maturity on the unpaid principal balance of this Note on the same basis as interest accrues prior to maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

- ☐ If checked, interest will accrue at the rate of _____ % per year on the unpaid principal balance of this note not paid at maturity, including maturity by acceleration. Borrower and Lender agree that any charges for failure to repay principal at maturity are not a penalty or interest, but are intended to compensate the Lender for expenses arising from such delinquency or default.

- ☒ **LATE CHARGE:** IF MY PAYMENT IS MORE THAN 15 DAYS LATE, I WILL PAY A LATE CHARGE EQUAL TO 5.000 % OF THE PAYMENT AMOUNT OR \$1.00 WHICHEVER IS GREATER.

- ☐ **ADDITIONAL CHARGES:**

In addition to accrued interest, I agree to pay the following charges: _____

and these charges ☐ are ☐ are not included in the Loan Amount.

ADDITIONAL TERMS:

SECURITY: I give you a security interest in the property described below to secure the obligations of this Loan:

One (1) used 2005 Toyota Tacoma 4x4 VIN # 5TBDT44155S480441 and all parts, attachments, accessories, repairs, improvements, and accessions now or hereafter affixed thereto.

- ☒ If checked, this Note is secured by a separate:
title

- ☒ **ALL DEBTS - THE ABOVE PROPERTY WILL ALSO SERVE AS SECURITY FOR ALL OF MY PRESENT AND FUTURE DEBTS TO YOU.**

THE PURPOSE OF THE LOAN IS: 619 pay bills

E.K.

Notice of Furnishing Negative Credit Information

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You may report information about my loan account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report.

Third Party Agreement

I own the Property described in the Security section of this Note and Security Agreement and I agree to give you a security interest in that Property. I am not personally liable for payment of this debt. If the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. By signing, I agree to the terms of this Note and Security Agreement and acknowledge receipt of a complete copy of this Loan.

_____(Seal) _____(Seal)
Date Date

_____(Seal) _____(Seal)
Date Date

CO-SIGNERS: As a co-signer I agree that I must pay this note if it is not otherwise paid by Borrower when due. I understand that you may sue any co-signer separately or jointly, and you do not have to notify me if this note is not paid in a timely manner. The obligations of the co-signers executing this Loan shall not be affected by any discharge in bankruptcy granted to one or more Borrowers or co-signers of this Loan.

Notice to Co-Signer

You (the Co-Signer) are being asked to guaranty this debt. Think carefully before you do. If the Borrower does not pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Bank can collect this debt from you without first trying to collect from the Borrower. The Bank can use the same collection methods against you that can be used against the Borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This Notice is not the contract that makes you liable for the debt.

X _____
Co-Signer Signature or Initials

X _____
Co-Signer Signature or Initials

FTC NOTICE

IF APPLICABLE, ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Signatures

By signing under seal, I agree to the terms of this Loan and also acknowledge receipt of a copy of this Multipurpose Note and Security Agreement.

Optima University, LLC BY:  03/17/2009
Date

 03/17/2009
BORROWER: Eglja Kuka Date

Date

Date

Date

Date